

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**MATCH GROUP, LLC,**

Plaintiff,

v.

**BEAZLEY UNDERWRITING LIMITED,**

Defendant.

Case No.: 1:22-cv-04629-LGS

So Ordered.

Dated: June 22, 2023

New York, New York



**LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE**

**JUDGMENT**

WHEREAS, Plaintiff Match Group, LLC (“Plaintiff”) initiated the above-captioned action by filing a complaint on June 3, 2022 with the Clerk of the Court of the United States District Court for the Southern District of New York [Dkt. 1];

WHEREAS, Plaintiff filed an amended complaint on July 25, 2022, through which it asserted breach of contract and equitable estoppel claims against Defendant Beazley Underwriting Limited (“Defendant”) [Dkt. 26];

WHEREAS, Defendant filed a motion to dismiss Plaintiff’s amended complaint on September 2, 2022 [Dkt. 33];

WHEREAS, on May 25, 2023, the Court granted Defendant’s motion to dismiss with respect to Plaintiff’s equitable estoppel claim, but denied in part Defendant’s motion to dismiss with respect to Plaintiff’s breach of contract claim [Dkt. 48 at 16];

WHEREAS, in the Court’s Opinion and Order on Defendant’s Motion to Dismiss, the Court ordered Defendant to file a letter stating why Plaintiff should not be granted summary judgment on its contract claim given the Court’s Opinion and Order [Dkt. 48 at 16];

WHEREAS, on June 7, 2023, Defendant filed a letter addressed to the Court in which it stated that it disagreed with the Court's decision and intended to challenge the ruling on appeal, but agreed that a motion for summary judgment in favor of Plaintiff on its breach of contract claim would have to be granted given the Court's Opinion and Order issued on May 25, 2023 [Dkt. 50];

WHEREAS, Defendant's letter dated June 7, 2023 also represented that the parties agreed that, as of June 9, 2023, Plaintiff's damages, including pre-judgment interest, totaled \$3,619,797.48 [Dkt. 50];

WHEREAS, on June 13, 2023, Plaintiff filed a response to Defendant's letter in which it indicated that it agreed that summary judgment in its favor on its breach of contract claim was warranted given the Court's Opinion and Order issued on May 25, 2023 [Dkt. 52];

WHEREAS, Plaintiff's letter dated June 13, 2023 also represented that the parties agreed that Plaintiff's contract damages, plus pre-judgment interest, totaled \$3,619,797.48 as of June 9, 2023, and that from June 9, 2023, forward, pre-judgment interest would accrue at a rate of \$739.43 per day until entry of judgment [Dkt. 52];

WHEREAS, on June 14, 2023, the Court issued a Memo Endorsement on Plaintiff's letter in which it ordered the parties to "file a mutually agreeable form of Judgment" by June 21, 2023 [Dkt. 53];

WHEREAS, through its Memo Endorsement dated June 14, 2023, the Court also ruled that entry of judgment would not be delayed pending Plaintiff's forthcoming motion for attorneys' fees, which must be filed by June 30, 2023;

WHEREAS, Defendant intends to file an appeal from the judgment upon its entry;

WHEREAS, although Defendant disagrees with the substance of the Court's ruling and its legal conclusions, the parties consent to the form of this Judgment, which they have each reviewed;

NOW, upon this application of Plaintiff for judgment, it is hereby:

*ORDERED, ADJUDGED AND DECREED* that Plaintiff, upon its breach of contract claim against Defendant, shall be awarded judgment and shall recover against Defendant \$3,628,670.64 in contract damages and pre-judgment interest through June 21, 2023, plus additional pre-judgment accruing at a daily rate of \$739.43 from June 21, 2023 until the date this Judgment is entered in an amount equal to \$\_\_\_\_\_, making in all the sum of \$\_\_\_\_\_ that Plaintiff shall be granted execution therefor as its contract damages plus pre-judgment interest (the “Judgment Amount”);

*ORDERED, ADJUDGED AND DECREED* that Plaintiff shall also be awarded and shall recover against Defendant post-judgment interest on the Judgment Amount, in accord with 28 U.S.C. § 1961(a)–(b), at 5.23%<sup>1</sup> computed daily and compounded annually from the date this Judgment is entered until Defendant satisfies this Judgment (including the interest); and

*ORDERED, ADJUDGED AND DECREED* that the Clerk of the Court is directed to enter Judgment in this case in favor of Plaintiff and against Defendant in the amounts specified above.

SO ORDERED.      The Clerk of Court is respectfully directed to  
close the case.

Dated: June \_\_\_\_, 2023  
New York, New York

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**LORNA G. SCHOFIELD**  
**UNITED STATES DISTRICT JUDGE**

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<sup>1</sup> 5.23% is the weekly average one-year constant maturity Treasury yield for the calendar week preceding the week of June 19, 2023. If this Judgment is not entered during the week of June 19, 2023, then the post-judgment interest rate shall be adjusted accordingly.